

STATEMENT OF WORK

UNDER STATE TERM SCHEDULE NUMBER 533384-1

Secretary of State Contract Number 180

This Statement of Work is between the **Office of the Ohio Secretary of State** (hereinafter the "Secretary"), located at 180 E. Broad Street, 16th Floor, Columbus, Ohio 43215, and **GovTech Solutions, LLC**, an Ohio limited liability company, with offices at 3046 Brecksville Road, Suite D, Richfield, Ohio 44286 (hereinafter "GovTech") (Secretary and GovTech each referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Secretary currently maintains an election night system; however, the current system requires an updated customer facing presentation layer (hereinafter the "Application").

WHEREAS, Secretary wishes to update it's Application with a browser based and user friendly interface that does not require the installation of software on the end-user's machine.

WHEREAS, GovTech is in the business of providing Internet World Wide Web development, programming and related services, including technical and creative services;

WHEREAS, Secretary wishes to retain the services of GovTech to perform certain Application planning and design related services, including, providing technical and creative services in connection with the development of the new interactive Election Night Web site as described more fully herein; and

WHEREAS, GovTech wishes to provide Secretary with such services;

THEREFORE, the parties, for good and valuable consideration and based on the mutual promises recited herein, do agree as follows:

Article I. STATE TERM SCHEDULE

1.01 This Statement of Work ("SOW") is entered into under the authority of State Term Schedule **533384-1** (the "STS") and incorporates by reference the Terms & Conditions of the STS.

Article II. DEFINITIONS

2.01 “Acceptance” or Accepted when used in this Agreement means signoff by the Secretary for GovTech’s completion of either the Planning Phase or Application Design Phase.

2.02 “Application” shall mean the updated customer facing presentation layer over the Secretary’s current election night system.

2.03 “Application Design” shall mean the Application Look and Feel of the User Interface including the general workflow that the end-user would experience. The Application Design does not include integration with the Secretary’s back end databases and systems. However, the Application Design does take into consideration the Secretary’s Election Night Database and systems in development of the Application Design.

2.04 “Application Design Phase” shall mean the phase in which the GovTech develops the Application’s Look and Feel and general workflow.

2.05 “Application Design Phase Deliverables” shall mean those items described below that the GovTech commits to provide to Secretary at the completion of the Application Design Phase:

- (a)** Key screens of the User Interface for the GovTech’s proposed Election Night Application, to include both 2003 and 2004 screen sets;
- (b)** General workflow for the GovTech’s proposed Election Night Application;
- (c)** Project plan, time and cost estimate for development phase, should Secretary so desire to proceed with project.

2.06 “Look and Feel” shall mean the general appearance and operation of the Application Web site.

2.07 “Election Night System” shall mean the Secretary’s Election Night System comprised of the front-end, customer facing presentation layer, administrative content management interface and supporting databases.

2.08 “Election Night Database” shall mean the Secretary’s Election Night Database that is a component of the Secretary’s Election Night System.

2.09 “Planning Phase” shall mean the initial phase during which GovTech performs basic research in consultation with the Secretary to establish the information base for the creation of the Application Design.

2.10 “Planning Phase Deliverables” shall mean those items described below which GovTech commits to provide to Secretary at the completion of the Planning Phase:

- (a) A written description of the “Scope of Work” that describes the Project idea, time frame, constraints, and available resources;
- (b) A written description of the “Requirements” that describes the high-level business requirements for the application;
- (c) A written description of the “Functional Specifications” that describes in detail how the Requirements will manifest in the Application; the Functional Specifications may include screen shots, process flows, and other resources to assist in communicating the expected behavior of the Application;
- (d) A written description of the “Project Plan Schedule” for the design phase containing the detailed work items, resources, relationships, and timeline for building the Application. The plan should also include plans for testing and application evaluation, as well as escalation and disaster recovery plans.

2.11 “Project” shall mean the undertaking by GovTech to work with Secretary to develop an Application Design for Secretary’s Election Night Application, that is preliminarily described in the Draft Requirements, and as will be further defined in the Functional Specifications and shall progress as procedurally described in this Agreement.

2.12 “User Interface” shall mean the junction between a user of the Election Night Application and the Election Night System.

Article III. SCOPE OF WORK

3.01 “Engagement” Secretary hereby retains GovTech to develop an Application Design (as further described in this Article) for the Secretary’s Election Night System, effective as of the Effective Date defined in Article IV, and GovTech hereby accepts such retention by Secretary.

3.02 “Acceptance of Engagement” GovTech will complete the Project and deliver the Components as described in the Specifications.

3.03 Planning Phase The first portion of the Project shall be the Planning Phase. The GovTech shall also deliver to the Secretary the Planning Phase Deliverables.

3.04 Application Design Phase Concurrent with the development of Project Plan shall be the Application Design Phase. GovTech shall undertake the activities as outlined in the Project Plan Schedule, as developed in the Planning Phase. GovTech shall also deliver to the Secretary the Planning Phase Deliverables.

3.05 Application Design Parameters GovTech shall develop the Application Design with the following parameters such that the Election Night Application will:

- (a) Meet the expectations of typical Internet users and will not require any additional software installation;
- (b) Comply with all requirements stated in section 3517.106 and divisions (C)(6)(b) and (D)(6) of section 3517.10 of the Revised Code;
- (c) Be based on the known data structures and relationships in the Secretary's existing Election Night Database;
- (d) Provide for appropriate authentication procedures; and
- (e) Be in accordance with the other requirements listed in Exhibit A.

3.06 Installation Phase Upon completion and Acceptance of the Application, GovTech shall install the Application on a Server owned and designated by the Secretary.

- (a) GovTech shall provide an onsite resource for the Installation of the Application.
- (b) GovTech shall provide stress testing of the Installed Application by simulating the number of hits expected during election night. Should the initial tests have negative results, GovTech will work with the Secretary's IT Department to arrive at an acceptable solution to allow for this traffic level.
- (c) GovTech shall also provide an onsite resource on the day and night of the election, November 4, 2003, to assist the Secretary to troubleshoot the Application, if necessary.

3.07 Mirror Application GovTech shall install and host (as set forth in Exhibit B) a Mirror site of the Application to provide a failover solution in the event of failure of the primary installation on Election Day.

- (a) GovTech shall perform stress testing of the Mirror site.
- (b) The Parties agree that GovTech shall subcontract its hosting responsibilities under this SOW to SMARTech Corporation, with offices located at 801 Broad Street, Suite 220, Chattanooga, TN 37402. GovTech may subcontract to another entity, but must first receive Secretary approval.

3.08 In addition to the Planning Phase Deliverables, the Application Design Deliverables, and the Installation and Mirroring Deliverables, GovTech shall provide timely status reports to Secretary.

Article IV. TERM

4.01 This SOW is effective as of the 1st day of July 2003. This SOW will automatically expire on January 15, 2004. Unless this SOW is terminated or expires without renewal, it will remain in effect until the Services are completed to the satisfaction of the Secretary and GovTech is paid. Satisfaction of the Secretary shall be judged on a reasonable standard. The current General Assembly cannot commit a future General Assembly to expenditures. The Secretary, however, may renew this SOW in the next biennium by issuing written or electronic notice to GovTech of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Services continues.

4.02 Timeliness of Performance. GovTech understands that prompt performance of all services hereunder is required by Secretary in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting Secretary's deadlines or scheduled completion dates are caused by the unacceptable performance of any GovTech employee or any other cause within the reasonable control of GovTech, GovTech shall provide additional temporary personnel, as requested by Secretary and at no charge to Secretary, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

Article V. COMPENSATION

5.01 In consideration for the promises and performance of GovTech as set forth herein, the Secretary agrees to:

(a) Pay GovTech, upon submission of appropriately detailed and accurate invoices for services performed by GovTech in accordance with Article III, Sections 3.01 to 3.06, and Exhibit A of this SOW at the hourly rates as follows:

- i.) RE-SRV-DEV2 Application Developer II \$135/hour
- ii.) RE-SRV-DEV3 Application Developer III \$175/hour
- iii.) RE-SRV-MRG1 Project Manager I \$160/hour
- iv.) RE-SRV-MRG2 Project Manager II \$185/hour
- v.) RE-SRV-INSTALL2 System Integrator II \$175/hour

(b) In no event shall the cost to the Secretary under this contract for services performed as detailed in Article III, Sections 3.01 to 3.06, and Exhibit A exceed **SIXTY THOUSAND FOUR HUNDRED AND FIFTY DOLLARS AND 00/100 CENTS (\$60,450.00).**

(c) Pay GovTech, upon submission of appropriately detailed and accurate invoices for services performed by GovTech in accordance with Article III, Section

3.07, and Exhibit B of this SOW at the rates as follows:

Description	Qty	Setup 1 Time	Monthly	Qty Mo	MR Total	Total
Dell 2650 or Equiv (Oracle Svr)	1	\$750.00	\$850.00	2	\$1,700.00	\$2,450.00
Dell 1750 or Equiv (Web Server)	2	\$1,500.00	\$1,500.00	2	\$3,000.00	\$4,500.00
VPN Device	1	\$500.00	\$150.00	2	\$300.00	\$800.00
Shared MS SQL DB	1	\$500.00	\$150.00	2	\$300.00	\$800.00
Oracle SQL DB (Customer Provided SW)	1	\$950.00	\$ -			\$950.00
Load Balanced Web Node	1	\$125.00	\$125.00	2	\$250.00	\$375.00
Nightly Backups (up to 50GB)			\$150.00	2	\$300.00	\$300.00
Short Term Contract Teardown	1	\$500.00				\$500.00
		\$4,825.00			\$5,850.00	\$10,675.00

(d) In no event shall the cost to the Secretary under this contract for services performed as detailed in Article I and Exhibit A exceed **TEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS AND 00/100 CENTS (\$10,675.00)**.

(e) Pay GovTech, upon submission of appropriately detailed and accurate itemization of expenses. GovTech must submit original receipts for all expenses. GovTech's expenses shall comply with the requirements outlined in the attached Schedule A.

(f) In no event shall the cost to the Secretary under this contract for expenses exceed **TWO THOUSAND DOLLARS AND 00/100 CENTS (\$2,000.00)**.

(g) In no event shall the cost to the Secretary under this contract for services performed as detailed in Article I plus any applicable expenses exceed **SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND 00/100 CENTS (\$73,125.00)**.

5.02 Any Deliverables shall be accompanied by an appropriately detailed and accurate invoice for services performed and expenses incurred.

5.03 An invoice is not proper if it contains a defect or impropriety. A proper invoice shall include, but is not limited to, the identification of a purchase number, the date of service and the service provided. The Secretary shall notify GovTech within ten (10) days, in writing, of the defect or impropriety and provide any information necessary to

correct the defect or impropriety.

5.04 GovTech shall first forward all Invoices and Deliverables to Dilip C. Mehta, Chief Financial Officer, for review and approval at the following location:

Secretary of State of Ohio
Attn: Dilip C. Mehta, Chief Financial Officer
180 East Broad Street, 17th Floor
Columbus, Ohio 43215

5.05 Section 126.30 of the Ohio Revised Code is applicable to this SOW and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month that equals one twelfth of the rate per annum prescribed in Section 5703.47 of the Ohio Revised Code.

5.06 Unless expressly provided for elsewhere in this SOW, GovTech shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this SOW.

5.07 The Secretary is exempt from any sales, use, excise and property tax. To the extent sales, use, excise or any similar tax is imposed on GovTech in connection with the Services, such will be the sole and exclusive responsibility of GovTech, and GovTech will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time.

Article VI. MISCELLANEOUS

6.01 The rights and responsibility arising under this SOW may not be assigned or delegated by either party hereto in whole or in part, without the prior written approval of the other party hereto.

6.02 Contractor affirmatively represents and warrants to the Secretary that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by Secretary hereunder shall be immediately repaid to Secretary, or an action for recovery may be immediately commenced by Secretary for recovery of said funds.

6.03 The Contractor may subcontract the work required to be performed under this Contract with the prior written approval by the Secretary.

6.04 If any provision of this SOW is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other provision of this

SOW

6.05 The parties agree that this SOW is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, including any employee, vendor, or customer of either party, and that there are no third party beneficiaries as to this SOW or any part or specific provision of this SOW.

6.06 This SOW shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6.07 No waiver of any breach or of any of the terms or provisions of this SOW shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.

6.08 Any notices required or permitted by this SOW shall be sent by courier facsimile, or by registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail.

Notices to Secretary shall be sent to:

The Office of the Ohio Secretary of State
180 East Broad Street, 15th Floor
Columbus, Ohio 43215

Facsimile (614) 644-0649

Notices to GovTech shall be sent to:

GovTech Solutions, LLC
3046 Brecksville Road, Suite 10
Richfield, Ohio 44286

Facsimile (330) 659-7388

IN WITNESS WHEREOF, the parties have executed this Statement of Work as of the dates appearing below.

Secretary

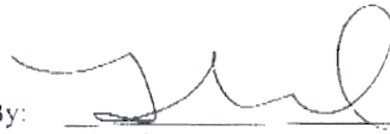
By:


Monty Lobb

Title: Assistant Secretary of State

GovTech

By:


Mike Connell

Title: Operations Manager

OH SOS Election Night Contract FY04.FINAL.doc

Date: 7/1/03

Date: 7-1-03

34-1921588
FEDERAL TAX I.D. NUMBER

OH SOS Election Night Contract FY04.FINAL.doc

EXHIBIT A

To Statement of Work (Secretary of State Contract Number 180)

Election Night Data Collection & Reporting Application

Background

The Secretary of State of Ohio (SOS) has identified a need for upgrading their Election Night data collection and reporting application. While the current back-end solution, created in Oracle, offers acceptable data storage and tracking, the front-end customer facing application requires a new level of sophistication. Requirements for consideration are reported below.

Requirements

Application

- Create a “dazzling” site that is user friendly, intuitive;
- The site shall be written in the .net programming language;
- Site must be fast loading by industry standards and easy to navigate;
- If the site contains items owned by third parties, such as photographs, software code, etc., then those items must be licensed for use on the site;
- Create a presentation layer that accurately reads and displays data from Oracle database
- Application should be scalable
- Provide online, real-time update of data;
- Browser based, allowing for access through the following means:
 - LAN/WAN;
 - DSL;
 - Cable modem;
 - Dial up;
 - ISP;
 - Wireless;
- Compatible with IE 5.0 and higher and Netscape 4.0 and higher;
- Provide mechanism for easy reporting of data provided by SOS’s Election Night system:
 - Issues;
 - Questions;
 - Candidates;
- Allow for easy modification of application via a content manager interface by SOS
- Provide links to SOS website, Ohio.gov and others as appropriate;

Reports/Results

- Provide ability to produce reports based on the following:

- Candidates, including the following fields:
 - Candidate name;
 - Party;
 - Number of votes;
 - Percentage of total votes counted;
 - Race;
 - Number of precincts reporting of total number of precincts*;
- Issues/Questions, including the following fields:
 - Issue/Question name;
 - For;
 - Against;
 - Number of votes;
 - Percentage of total votes counted;
 - Number of precincts reporting of total number of precincts*;
- Voter turnout:
 - By county;
 - By district;
 - By precinct*;
- By precinct*;
 - Number of precincts reported of total precincts* for district;
- Sort by party;
- By county;
- Summary;
- Present in format that is printer friendly
- Allow for automated distribution of reports by:
 - Email;
 - Server;
 - Multiple locations;

* Note: precinct data to be collected and reported after election results have been finalized.

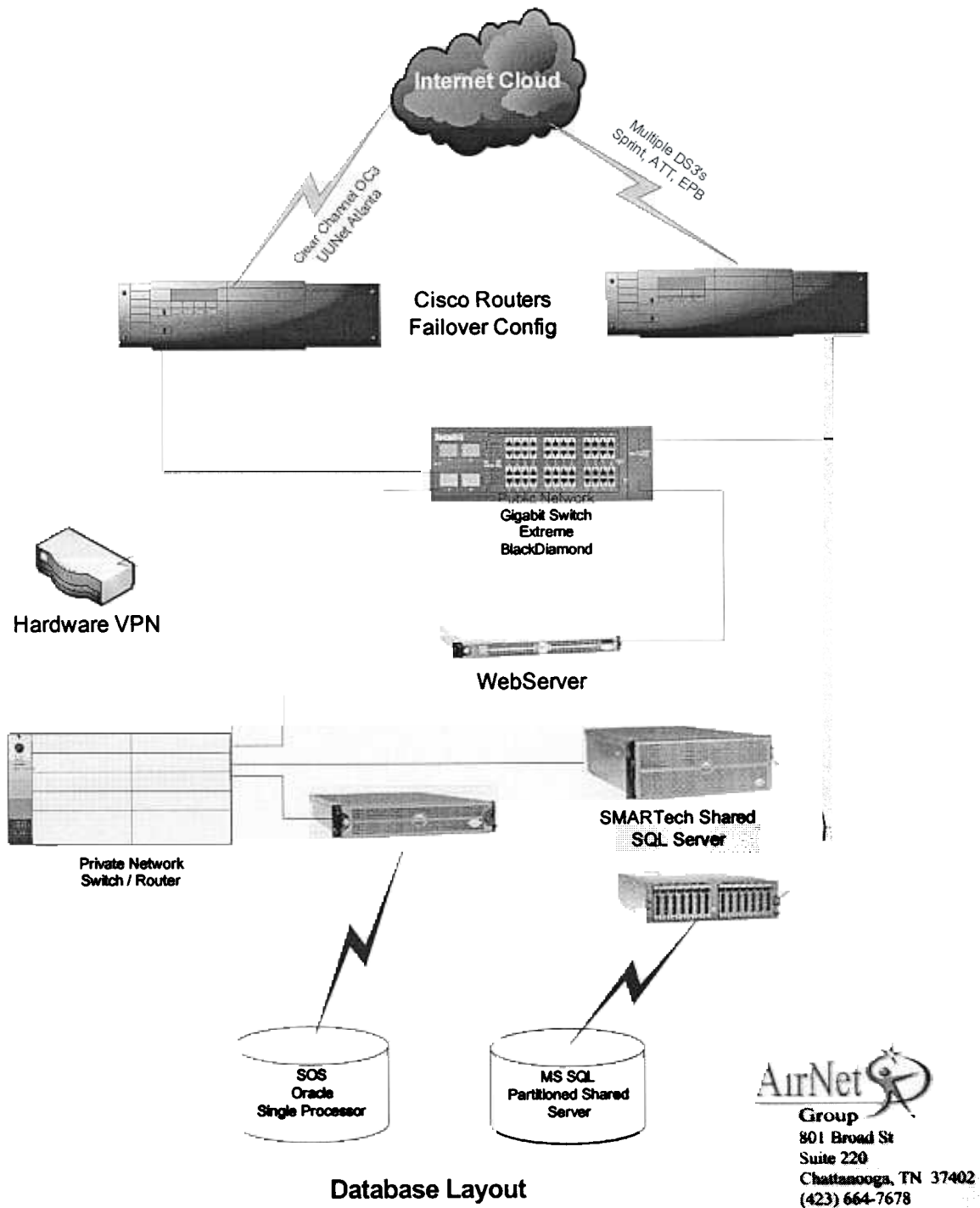
EXHIBIT B

To Statement of Work (Secretary of State Contract Number 180)

Mirror Site Hosting

SMARTech proposes to provide the State of Ohio SOS with a backup offsite hosting configuration shown as follows:

State of Ohio SOS Server Layout



SMARTech will work with your IT folks to configure a hot standby mirror site for your Election Night Backup plan. The Chattanooga based equipment will consist of a 2.4Ghz Xeon dual processor Dell 1750 Web server connected to a Dell 2650 Single 2.8Ghz Xeon processor with onboard RAID Oracle DB Server and a SMARTech Shared MS SQL server. A hardware VPN device will allow access to a private network connecting the servers for database replication services as well as remote admin. The webserver will contain a software firewall which will be configured to allow Port 80 internet traffic only. FTP access will be allowed through the SMARTech secure FTP server with a virtually mapped connection to the private network side of the servers. The above server configuration includes up to 150GB of bandwidth per month. Additional bandwidth will be charged at the rates shown in the **Bandwidth and Services Pricing** section.

The hot rollover configuration will still need some design coordination but will essentially consist of a DNS rollover feature which is accomplished by working with the TTL timing and DNS forwarding. We can completely re-point the site if the primary site should fail by using some remote monitoring capabilities.

We understand that this configuration is needed only for the election period. We suggest that the remote site be configured 1 month before the election which will allow the operation and testing to be accomplished prior.

All access to the servers will be allowed through the VPN device. Firewalls will not allow public access to the administrative functions of the server farm.

Bandwidth and Services Pricing

Encoding

Set-up Fee per Media Format: \$100.00

Encoding Rate: \$5/minute

Streaming Storage

\$ rate per Megabyte/ per month (only in conjunction with streaming services)		
<1,000 mb		\$ 0.04
1,000 -	5,000 mb	\$ 0.03
5,001 -	10,000 mb	\$ 0.025
10,001 -	20,000 mb	\$ 0.02
20,001 -	50,000 mb	\$ 0.0175
50,001 -	100,000 mb	\$ 0.015
100,001 +	mb	\$ 0.01

Streaming On Demand

Usage per month	Real Media Format	All Other Formats
0 - 50,000 mb	\$ 0.025	\$ 0.01
50,001 - 200,000 mb	\$ 0.0225	\$ 0.009
200,001 - 250,000 mb	\$ 0.02	\$ 0.008
250,001 - 1,000,000 mb	\$ 0.015	\$ 0.007
1,000,001 - 2,500,000 mb	\$ 0.01	\$ 0.005
2,500,001 - 7,500,000 mb	\$ 0.0075	\$ 0.004
7,500,001 - 15,000,000 mb	\$ 0.005	\$ 0.003
15,000,001 + (individual case basis)		

Live Streaming

Live Streaming

Maximum encoding rate 400 KBPS (set-up fees not included)				
Max Simultaneous Streams	1 hour	2 hours	3 hours	4 hours
500	\$1,200	\$1,900	\$2,300	\$2,800
1,000	\$1,500	\$2,200	\$2,600	\$3,100
5,000	\$4,000	\$4,500	\$5,000	\$5,500
10,000	\$8,000	\$9,000	\$11,000	\$13,000
>10,000	(Individual case basis)			
Any event over 4 hours to be quoted on a case by case basis.				

Website

Bandwidth

Gigabyte (GB)	Per/Megabyte (MB)
Up to 5000	\$0.0050
Up to 2000	\$0.0750
Up to 1000	\$0.0100
Up to 500	\$0.0150
Up to 250	\$0.0200
Up to 100	Included in Monthly fee

GovTech Contract FY04 (Election Night) fee

effective: 09-01-03